

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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JUDITH THURMAN,

Plaintiff,

-against-

ARGONAUT INSURANCE COMPANY.

Defendant.

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**Docket No.:**

**COMPLAINT**

**Jury Trial Demand**

Plaintiff, by her attorneys, Aboulafia Law Firm LCC, as and for her Complaint, herein alleges upon information and belief as follows:

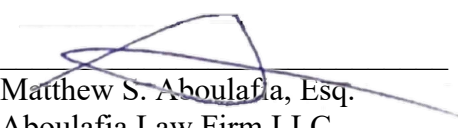
1. The jurisdiction of the Court is invoked pursuant to 28 USC §1332(c)(1) as the matter in controversy exceeds the sum or value of \$75,000, and is between citizens of different States.
2. At all times hereinafter mentioned, Plaintiff JUDITH THURMAN was an individual residing at 423 E. 84<sup>th</sup> Street, New York, NY. (“subject premises”).
3. At all times hereafter mentioned, Plaintiff maintained an ownership interest and insurable interest in the subject premises.
4. At all times hereinafter mentioned, Defendant ARGONAUT INSURANCE COMPANY (“Argonaut”) was and still is a corporation authorized, licensed, admitted and/or engaged in the business of providing insurance and being an insurer in the State of New York, and located at 175 E. Houston St., 13th Fl, San Antonio, TX 78205.
5. At all times hereinafter mentioned, Defendant was and is authorized by the Department of Financial Services of the State of New York to engage in the business of insurance in the State of New York and to issue policies of insurance including the policy herein sued upon.

**AS AND FOR A FIRST CAUSE OF ACTION AGAINST  
DEFENDANT**

6. On or about June 14, 2015, Defendant made and issued to Plaintiff for good and valuable consideration a certain policy of insurance bearing policy number BAN1007666-00 wherein and whereby Defendant did insure the subject premises.
7. That on or about July 10, 2020, while said policy and/or a renewal of said policy was in full force and effect, Plaintiff suffered a loss by a covered peril of the property insured by Defendant.
8. As a result of the loss, Plaintiffs have sustained damages in the sum of at least \$284,958.36, which is comprised of \$168,433.07 in building damage; \$52,415.29 in emergency mitigation and demolition; \$60,170.00 in additional living expenses; and \$3,940 in architectural fees.
9. Defendant has declined to indemnify Plaintiff for the loss sustained although claim has been duly made and all conditions of the policy have been met.
10. As a result of Defendant's breach of contract, Plaintiff has been damaged in the sum of at least \$284,958.36, with interest from July 10, 2020.

**WHEREFORE**, it is respectfully requested that Plaintiff have judgment against Defendant on the First cause of action in the sum of at least \$284,958.36, with interest from July 10, 2020, and for costs and disbursements of this action.

Dated: New York, New York  
October 7, 2020

  
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